

# HELM

FINANCIAL CORPORATION

One Embarcadero Center • San Francisco, CA 94111

415/398-4510

#15

VIA AIR COURIER

RECORDATION NO. 16717-A FILED 1425  
FEB 14 1990 - 12 35 PM  
INTERSTATE COMMERCE COMMISSION

February 9, 1990

Ms. Mildred Lee  
Recordations Unit  
Interstate Commerce Commission  
12th & Constitution Avenue, N.W.  
Washington, D.C. 20423

0-045A062

Dear Ms. Lee:

Enclosed is an Amendment to a Lease of Railroad Equipment.

Please file this supplement as ICC Recordation #16717-A. The filing fee of \$15 is enclosed. Thank you.

Sincerely,

*Karen Staudenmaier*  
Karen Staudenmaier  
Fleet Operations Administrator

KS:jgs  
Enclosures

AMENDMENT TO THE LEASE OF RAILROAD EQUIPMENT

BETWEEN

HELM FINANCIAL CORPORATION

AND

FLORIDA ROCK INDUSTRIES, INC.

RECORDATION NO 16717-A FILED 1925  
FEB 14 1990 - 12 35 PM  
INTERSTATE COMMERCE COMMISSION

The following is an Amendment to the LEASE OF RAILROAD EQUIPMENT ("Lease"), dated as of November 28, 1989, between HELM FINANCIAL CORPORATION, a California corporation, (hereinafter called the "Lessor") and FLORIDA ROCK INDUSTRIES, INC. (hereinafter called the "Lessee"), a Florida corporation.

The following paragraph should be deleted from Section 9, Compliance with Laws and Rules; Maintenance; Insurance and Indemnification, (Page 7, paragraph 7 and page 8, paragraph 1):

Lessee shall, at all times while this Agreement is in effect at its own expense, cause to be carried and maintained: (i) all-risk, physical loss or damage insurance with respect to each Unit in a minimum amount equal to the settlement value (as defined in Section 7b); and (ii) public liability insurance in a minimum amount of [REDACTED] per occurrence with respect to third party personal injury and property damage, in each case for such risks and with such insurance companies as are satisfactory to the Lessor. All insurance shall be taken out in the name of Lessee and shall name Lessor and any assignee of Lessee as additional insureds and shall also list Lessor and any assignee of Lessor as loss-payees as their interests may appear on the insurance policies. Said policies shall provide that Lessor and any assignee of Lessor shall receive thirty (30) days prior written notice of any material changes in coverage or cancellation thereof. With respect to the additional insureds, Lessee's insurance policies shall be primary to any other valid and available insurance ("Other Insurance") effected by, or for, the additional insureds. Lessee shall require its insurer specifically to waive subrogation, claim and recovery with respect to any Other Insurance. Any and all deductibles in the described policies shall be paid by the Lessee.

Each item obtained by Lessee pursuant to this Section shall be in accordance with the above terms and conditions, and such terms and conditions shall be set forth on the Certificate of Insurance provided to the Lessor pursuant to this Subparagraph. Lessee shall furnish to Lessor concurrently with execution hereof, and within thirty (30) days of receipt of a written request from Lessor, and at intervals of not more than twelve (12) calendar months from execution hereof, Certificates of Insurance evidencing the

aforsaid insurance. Lessee shall provide Lessor a Certified Copy of each insurance policy upon written request.

The following paragraph should be inserted into Section 9 in place of the deleted paragraph outlined above:

Lessee hereby acknowledges that it has elected to be self-insured to [REDACTED] for public liability and for property damage in an amount to cover the settlement value (as defined in Paragraph 7B). These amounts may fluctuate during the term of the Lease but Lessee agrees that it will maintain during the term of the Lease a net worth sufficient to meet its self insurance obligations. Lessee agrees to give immediate notice to Lessor of any material adverse change in its financial condition that would preclude meeting its financial obligation under this Lease during the term of this Lease.

IN WITNESS WHEREOF, the Lessor and the Lessee, each pursuant to due authority, have caused these presents to be signed in their respective names.

HELM FINANCIAL CORPORATION

By

Title

Date

FLORIDA ROCK INDUSTRIES, INC.

By

Title

Date

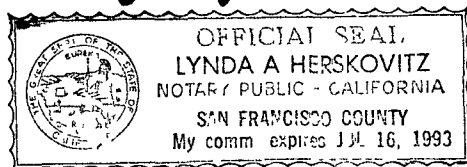
STATE OF CALIFORNIA       )  
                                      ) §  
COUNTY OF SAN FRANCISCO )

On this 30<sup>th</sup> day of JANUARY, 1990, before me personally appeared RICHARD C. KIRCHNER, to me personally known, who, being by me duly sworn, says that he is PRESIDENT of HELM FINANCIAL CORPORATION, that said instrument was signed and sealed on behalf of said corporation and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lynda A. Herskovitz  
Notary Public

My Commission Expires: July 16, 1993

[Notarial Seal]



STATE OF FLORIDA       )  
                                      ) §  
COUNTY OF DUVAL       )

On this 3rd day of January, 1990, before me personally appeared JOHN D. BAKER II, to me personally known, who, being by me duly sworn says that he is President of FLORIDA ROCK INDUSTRIES, INC., that said instrument was signed and sealed on behalf of said corporation by authority of its President and Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Iris A. Sheffield  
Notary Public  
State of Florida at Large

My Commission Expires: 5/23/90

[Notarial Seal]